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INSURANCE—LIEN ON POLICY—INTEREST OF BENEFICIARY.—The insured in a life policy, in which the right to change the beneficiary was reserved, paid the premium by acknowledging a loan and creating a lien on the policy as security. He subsequently defaulted. *Held*, the lien was prior to the claim of the beneficiary. *Rawls v. Pennsylvania Mut. Life Ins. Co. of Philadelphia* (C. C. A. Fifth Circuit 1918) 253 Fed. 725.

The weight of authority supports the rule that the interest of the beneficiary of a life policy becomes vested and indefeasible with the issuance of the policy. *Joyce*, Insurance (2nd. Ed.) § 730; 12 Columbia Law Rev. 551. But, when the insured is given the right to change the beneficiary by the terms of the policy itself, *Hopkins v. Northern Life Assur. Co.* (1900) 99 Fed. 199, or by the rules governing mutual benefit societies, see *Masonic Mutual Ben. Society of Ind. v. Burkhardt* (1886) 110 Ind. 189, 10 N. E. 79, or by statute, *cf. Hopkins v. Northern Life Assur. Co.*, *supra*, the interest of the beneficiary becomes a mere expectancy which does not vest until the death of the insured, with the policy unchanged. *Malone v. Cohen* (C. C. A. 1916), 236 Fed. 882, *Hopkins v. Northern Life Ins. Co.*, *supra*; but see *Indiana Mutual Life Ins. Co. v. McGinnis* (1913) 180 Ind. 9, 101 N. E. 289. This interest is neither assignable nor devisable, see *Mich. Mutual Benefit Association v. Rolfe* (1887), 76 Mich. 146, 42 N. W. 1094, and is destroyed by the death of the beneficiary before that of the insured. *Martin v. Modern Woodmen of America* (1912) 253 Ill. 400, 97 N. E. 693. It would seem, therefore, that the right to change the beneficiary should give the insured complete control of the policy, see *Mutual Benefit Life Ins. Co. v. Swett* (D. C. 1915) 222 Fed. 200; but see *Muller v. Penn. Mutual Life Ins. Co.* (1916), 62 Col. 45, 161 Pac. 148. Some courts insist that the interest of the beneficiary can be affected or destroyed, only in the manner and form prescribed by the policy. *Deal v. Deal* (1911) 87 S. C. 395, 69 S. E. 886, *Sullivan v. Maroney* (1909) 76 N. E. Eq. 104, 73 Atl. 842. Others hold that this contingent interest is destroyed by an assignment of the policy, see *Cornell v. Mutual Life Ins. Co. of New York* (1914) 179 Mo. App. 420, 165 S. W. 588, or by the cancellation or surrender of it for a new policy in which a new beneficiary is named, *cf. Garner v. Germania Life Ins. Co.* (1885) 17 Abb. N. Cas. 7; but see *Holder v. Prudential Life Ins. Co.* (1907) 77 S. C. 299, 57 S. E. 853. It seems that the insured could voluntarily have assigned the policy to his creditors, since the right to the policy or its cash surrender value passes to the trustee in bankruptcy. *Malone v. Cohen*, *supra*; *In re Shoemaker* (D. C. 1915) 225 Fed. 329. Therefore there is no good reason why he could not give a lien on the policy to one creditor, the insurer, to secure a loan as in the principal case. *Cruise v. Illinois Life Ins. Co.* (1906) 122 Ky. 572, 92 S. W. 560, *Mutual Life Ins. Co. v. Twyman* (1906) 122 Ky. 513, 92 S. W. 335. To hold otherwise is to insist on a matter of form and to require the insured before creating a lien on the policy to go through the form of making himself or his estate the beneficiary.

INSURANCE—WORKMEN'S COMPENSATION—CHANGE OF INTEREST.—A Workmen's Compensation insurance policy contained a condition that no assignment or change of interest under the policy shall bind the insurer unless its consent shall be endorsed on the policy. *Held*, the insurer is not liable for an injury to an employee which occurred after